

IWA  
ORIGINAL

**MEMORANDUM OF UNDERSTANDING**  
**among**  
**CITY OF COACHELLA/COACHELLA WATER AUTHORITY, COACHELLA**  
**VALLEY WATER DISTRICT, DESERT WATER AGENCY, CITY OF**  
**INDIO/INDIO WATER AUTHORITY, AND MISSION SPRINGS WATER**  
**DISTRICT**  
**for**  
**DEVELOPMENT OF AN INTEGRATED**  
**REGIONAL WATER MANAGEMENT PLAN**

This Memorandum of Understanding (MOU) dated **September 9, 2008** is entered into among the City of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City of Indio/Indio Water Authority, and Mission Springs Water District (collectively known as Partners) for the purpose of coordinating water resources planning activities undertaken by the water agencies.

**WHEREAS**, each Partner has adopted a Resolution of commitment pledging to create an Integrated Regional Water Resources Plan (IRWMP).

**WHEREAS**, it is in the interests of the signatory Partners and the region served by the Partners that these water resources are responsibly managed and conserved to the extent feasible; and

**WHEREAS**, the Partners wish to coordinate their long term water supply planning efforts in accordance with Section 10531 of the *Integrated Regional Water Management Planning Act of 2002* and Division 43 of the *Safe Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006* (Acts); and

**WHEREAS**, the Partners anticipate the potential need for future agreements on specific projects or programs and with other affected agencies to further coordinate long term water supply planning.

**NOW, THEREFORE**, it is mutually understood and agreed as follows:

**SECTION 1:**  
**AUTHORITY OF PARTNERS**

- 1.1 The Coachella Water Authority is a joint powers authority formed as a component of the City of Coachella and Redevelopment Agency of the City of Coachella and has statutory authority over water supply.
- 1.2 The Coachella Valley Water District is a public agency of the State of California organized and operating under County Water District Law, California Water Code section 30000, et seq, and Coachella District

Merger Law, Water Code section 33100, et seq. Coachella Valley Water District is a State Water Project Contractor and Colorado River Contractor empowered to import water supplies to its service area, and has statutory authority over water supply.

- 1.3 The Desert Water Agency is an independent special district created by a special act of the state legislature contained in chapter 100 of the appendix of the California Water Code. Desert Water Agency is also a State Water Project Contractor empowered to import water supplies to its service area, replenish local groundwater supplies, and collect assessments necessary to support a groundwater replenishment program as provided for in the Desert Water Agency Law and has statutory authority over water supply.
- 1.4 The Indio Water Authority is a joint powers authority formed as a component of the City of Indio and Redevelopment Agency of the City of Indio and has statutory authority over water supply.
- 1.5 Mission Springs Water District is a County Water District formed under Section 30000 et seq of the California Water Code and has statutory authority over water supply.

## **SECTION 2: DEFINITIONS**

The abbreviations and capitalized words and phrases used in this MOU shall have the following meanings:

- 2.1 Acts – mean Section 10531 of the Integrated Regional Water Management Planning Act of 2002 and California Water Code Division 43, known as the *Safe Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act* of 2006
- 2.2 Coachella Valley Region – the watershed bounded on the North by the San Bernardino Mountains, Little San Bernardino Mountains and Mecca Hills Area, on the East by Mortmar and Travertine Rock, on the South by the Santa Rosa Mountains and San Jacinto Mountains and on the West by Stubbe Canyon.
- 2.3 CVWD – Coachella Valley Water District
- 2.4 CVRWMG – Coachella Valley Regional Water Management Group
- 2.5 CWA – Coachella Water Authority
- 2.6 DWA – Desert Water Agency

## **MEMORANDUM OF UNDERSTANDING**

- 2.7 IRWMP – Integrated Regional Water Management Plan
- 2.8 IWA – Indio Water Authority
- 2.9 MSWD – Mission Springs Water District

### SECTION 3: PURPOSES AND GOALS OF THIS MOU

#### 3.1 Purpose and Goals:

3.1.1 This MOU is to memorialize the intent of the Partners to coordinate and share information concerning water supply planning programs and projects and other information, and to improve and maintain overall communication among the Partners involved. It is anticipated that coordination and information sharing among the Partners will assist the agencies in achieving their respective missions to the overall well-being of the region. Coordination and information sharing shall focus on issues of common interest in Section 3.2.

3.1.2 The execution of this MOU by the Partners shall constitute the formation of a Regional Water Management Group consisting of the Partners, in accordance with the Acts. The Regional Water Management Group shall be named the Coachella Valley Regional Water Management Group (CVRWMG).

3.1.3 It is the goal of the Partners to prepare and adopt an IRWMP for the Coachella Valley Region and to implement projects and programs individually or jointly in groups that address issues of common interest, as the group so identifies.

#### 3.2 Common Issues and Interest:

3.2.1 Water supply programs and projects that may provide mutual benefits in improving water supply reliability and/or water quality.

3.2.2 Coordination of near-term and long-term water supply planning activities.

3.2.3 Development of regional approaches to problem-solving and issues resolution as well as to further common interest.

#### 3.3 Future Agreements By Partners: The Partners acknowledge that by virtue of commitments and intentions stated within this MOU, the need for



certain other considerations that will facilitate the preparation of an IRWMP for the Coachella Valley Region will likely emerge. These include and are not limited to:

- 3.3.1 Developing a Scope of Work
- 3.3.2 Determining the cost sharing of projects
- 3.3.3 Establishing methods for project management
- 3.3.4 Establishing a project timeline

#### **SECTION 4: JOINT PLANNING FOR PROJECTS AND PROGRAMS**

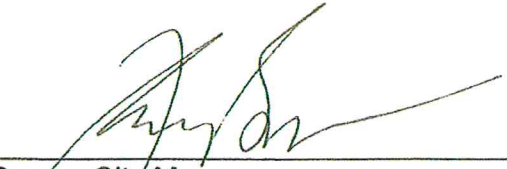
- 4.1 **Projects and Programs Covered by this MOU:** it is the intent of the Partners that they coordinate and collaborate to address the common issues identified. The Partners may develop and implement projects and programs individually or jointly in groupings of two or more, or enter into additional agreements in furthering those goals. Applicable projects and programs include, but are not limited to the following:
  - 4.1.1 Water conservation programs and other demand management programs.
  - 4.1.2 Water recycling, desalination, groundwater basin management, and water quality improvement programs and projects.
  - 4.1.3 Water banking, conjunctive use and transfer arrangements.
  - 4.1.4 Storage development to improve system reliability, efficiencies, and flexibility.
  - 4.1.5 Project and program planning and development to solicit external funding.
  - 4.1.6 Other meritorious projects or programs consistent with the purposes of this MOU.
- 4.2 **Communication and Coordination:** It is the intent of the Partners to meet on a monthly basis in order to carry out the purposes and goals of this MOU. The frequency and location of meetings are subject to the discretion of the Partners and may be changed when appropriate.

#### **MEMORANDUM OF UNDERSTANDING**

**SECTION 5:  
GENERAL PROVISIONS GOVERNING MOU**

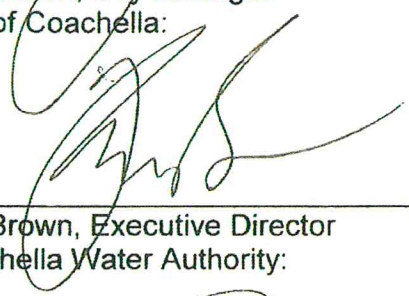
- 5.1 **Term:** The term of this MOU is indefinite. Any Partner may withdraw from the MOU by written notice given at least 45 days prior to the effective date.
- 5.2 **Construction of Terms:** This MOU is for the sole benefit of the Partners and shall not be construed as granting rights to any person other than the Partners or imposing obligations on a Partner to any person other than another Partner.
- 5.3 **Good Faith:** Each Partner shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.
- 5.4 **Rights of the Partners and Constituencies:** This MOU does not contemplate the Partners taking any action that would:
- 5.4.1 Adversely affect the rights of any of the Partners; or
- 5.4.2 Adversely affect the customers or constituencies of any of the Partners.
- 5.5 This document and participation in this IRWMP are nonbinding, and in no way suggest that a Partner may not continue its own planning and undertake efforts to secure project funding from any source.
- 5.6 It is expected that Partners will contribute the personnel and financial resources necessary to develop the IRWMP.

**IN WITNESS WHEREOF,** the parties have executed this Memorandum of Understanding as of the day and year indicated on the first page of this MOU.



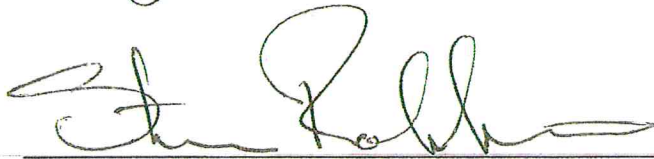
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Tim Brown, City Manager  
City of Coachella:



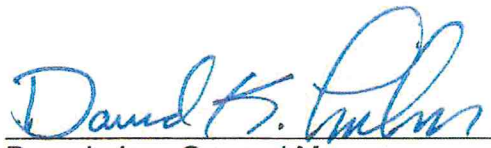
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Tim Brown, Executive Director  
Coachella Water Authority:



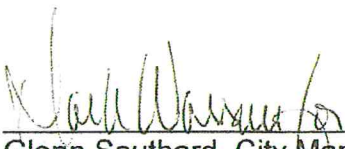
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Steve Robbins, General Manager/Chief Engineer  
Coachella Valley Water District:



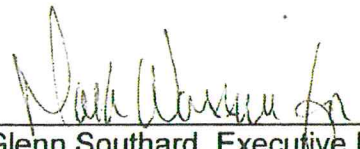
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Dave Luker, General Manager  
Desert Water Agency:



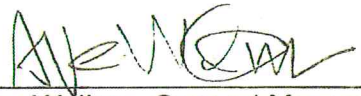
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Glenn Southard, City Manager  
City of Indio:



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Glenn Southard, Executive Director  
Indio Water Authority:



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Arden Wallum, General Manager  
Mission Springs Water District:

**MEMORANDUM OF UNDERSTANDING**

## DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836  
SACRAMENTO, CA 94236-0001  
(916) 653-5791



APR 12 2011

Mr. Steve Robbins  
General Manager  
Coachella Valley Water District  
Post Office Box 1058  
Coachella, California 92236

ORIG/EML: P REYES  
EML: S ROBBINS  
J BARRETT  
FILE: 0644.105.1  
0932.47

Subject: Commitment Letter - Proposition 84 IRWM Planning Grant

Dear Mr. Robbins:

Thank you for your interest in the Proposition 84, Integrated Regional Water Management (IRWM), Planning Grant Program. We are pleased to inform you that the proposal "Coachella Valley IRWM Planning Grant Proposal," filed by the Coachella Valley Water District has been selected by the Department of Water Resources (DWR) for possible funding.

This letter serves as DWR's conditional commitment of \$1,000,000 in Proposition 84, Chapter 2 funding for the grant proposal. This award is conditioned upon the execution of a Grant Agreement between DWR and the grantee and contingent upon the availability of funds. A copy of the Planning Grant Agreement template is available at the following website: [http://www.water.ca.gov/irwm/integregio\\_resourceslinks.cfm](http://www.water.ca.gov/irwm/integregio_resourceslinks.cfm) Please note that for urban water suppliers receiving grant funds, the Grant Agreement requires continued compliance with urban water management plans. The 2010 UWMPs are due July 1, 2011.

The requirements that must be satisfied before DWR will enter into a Grant Agreement with your agency are listed in Attachment 1. Your timely attention to this matter is very important. DWR wishes to execute the Grant Agreement within the next few months. Failure on your part to meet the grant execution requirements, in a timely manner, may result in DWR revoking the grant award.

Please return the requested information to Anna Aljabiry by April 25, 2011 at:

Department of Water Resources  
Division of Integrated Regional Water Management  
Post Office Box 942836  
Sacramento, California 94236  
Attention: Anna Aljabiry or via email at [aljabiry@water.ca.gov](mailto:aljabiry@water.ca.gov)

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Mr. Steve Robbins

APR 12 2011  
Page 2

If you have any questions, please contact Anna Aljabiry at (916) 651-9262.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracie L. Billington". The signature is fluid and cursive, with the first name "Tracie" being more prominent than the last name "Billington".

Tracie L. Billington, P.E., Chief  
Financial Assistance Branch  
Division of Integrated Regional Water Management



## **Attachment 1**

### **Grant Agreement Execution Requirements and Related Information**

The following requirements must be satisfied before DWR will enter into a Grant Agreement with your agency:

- Submit a letter documenting the grantee has available sources of sufficient funds to start and maintain progress on the grant while DWR processes reimbursement requests.
- Submit detailed information including the following items:
  - Any changes to the scope of work based on changes since the grant application was submitted.
  - A budget that clearly notes which grant funds are being used for disadvantaged community involvement in IRWM planning so that DWR can have a clear accounting for the DAC funding target. The budget should also incorporate any changes that have occurred since the grant application was submitted.
  - A schedule that contains progress report milestones and incorporates any changes that have occurred since the grant application was submitted.
- The completed Environmental Information Form.

## ENVIRONMENTAL INFORMATION FORM

Grantees are responsible for complying with all applicable laws and regulations for their projects, including the California Environmental Quality Act (CEQA). Work that is subject to the CEQA shall not proceed under the IRWM Planning Grant Agreement until documents that satisfy the CEQA process are received by the Department of Water Resources (DWR) and DWR has completed its CEQA compliance review. Work that is subject to a CEQA shall not proceed until and unless approved by DWR. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, DWR will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. **This form is to be completed by the Grantee or Lead Agency.**

Grantee organization: \_\_\_\_\_  
Project Manager: \_\_\_\_\_ Project: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_

1. List the source of any other grants or funds received from the Department of Water Resources to implement a portion of this project. If none, please respond NA.
2. Is this a project as defined by CEQA? Explain. If no, skip to No.9 below. If yes proceed to No.3.
3. Is this project exempt from CEQA compliance? Yes \_\_\_\_\_ No \_\_\_\_\_ if no, skip to No.4, below.

If yes, check the appropriate response below; provide reasons for exemption in the space provided below; and then skip to No.9, below. Cite the CEQA Article, Section and Title of the CEQA exemption, if appropriate (statutory exemptions: [http://ceres.ca.gov/topic/env\\_law/ceqa/guidelines/art18.html](http://ceres.ca.gov/topic/env_law/ceqa/guidelines/art18.html) , categorical exemptions: [http://ceres.ca.gov/topic/env\\_law/ceqa/guidelines/art19.html](http://ceres.ca.gov/topic/env_law/ceqa/guidelines/art19.html) );

\_\_\_\_\_Lead Agency has already filed a Notice of Exemption (NOE) with the State Clearinghouse and/or County Clerk. (Attach copy of the NOE and, if applicable, a copy of the governing Board Resolution accepting the NOE)

\_\_\_\_\_Lead Agency will file a NOE with the State Clearinghouse and/or County Clerk. Provide estimated date: \_\_\_\_\_

\_\_\_\_\_Lead Agency will NOT file a NOE with the State Clearinghouse and/or County Clerk. *If Lead Agency chooses not to file a NOE, sufficient documentation and information must be submitted to the Project Manager, along with this form, to allow DWR to make its own CEQA findings.*

**Reasons for Exemption:**

4. If the project will require CEQA compliance, identify the Lead Agency.

CEQA Lead Agency: \_\_\_\_\_

5. Please check types of CEQA documents to be prepared:

\_\_\_\_\_ Initial Study

\_\_\_\_\_ Negative Declaration / Mitigated Negative Declaration

\_\_\_\_\_ Environmental Impact Report

6. Please describe the status of the CEQA documents, expected date of completion, and estimated cost, if requesting DWR funds relating to CEQA compliance:

Status: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Estimated Costs: \_\_\_\_\_

7. If the CEQA document has been completed, please provide the title of the document and the State Clearinghouse number if available. Submit one hard copy and a CD copy of the CEQA document and any environmental permits listed in Question 8 to the contact listed in the Commitment letter.

8. Please list all environmental permits you must obtain to complete the project. (Attach additional pages as necessary). Submit a hard copy and a CD copy of any permits already completed.

Type of Permit	Permitting Agency

9. This Environmental Information Form was completed by:

Print or Type Name: \_\_\_\_\_ Agency: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return the completed form to:  
Department of Water Resources  
Division of Integrated Regional Water Management  
Post Office Box 942836  
Sacramento, California 94236  
Attention: Anna Aljabiry or via email at [aljabiry@water.ca.gov](mailto:aljabiry@water.ca.gov)

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\*\*\*\*\*For DWR Use Only.

\_\_\_\_\_ DWR received environmental documents.  
\_\_\_\_\_ DWR made findings.





**DWR Grant Agreement No. 4600008193**  
**Report for Invoice #5**

Invoice Period: **3rd Quarter FY 2012**  
**4/1/2011 - 3/31/2012**

Submittal Date: **4/2/2012**

Project Name: **Mission Creek and Garnet Hill Subbasins Water Management Plan**  
 Contractor Name: **Mission Springs Water District**

**Executive Summary**

This project is undertaken by Mission Springs Water District, Coachella Valley Water District and the Desert Water Agency, with MSWD as contracting agency for the grant. The project is to develop a Water Management Plan for the Mission Creek and Garnet Hill Subbasins. Authorization from all three Boards was received for an August 1, 2009 project start date. All tasks are authorized for implementation

**Project Status**

Active Tasks:

The tasks currently active are:

Task 5	Water Management Issues and Strategies
Task 6	Define Management Alternatives
Task 7	Evaluate Management Plan
Task 8	Recommended Management Plan
Task 9	Develop Monitoring & Reporting
Task 11	Groundwater Management Plan Report
Task 12	Project Meetings & Coordination
Task 16	Project Management

Technical Memo 1

Plan Objectives:

Proposed mission statement and objectives for the Plan have been developed and initially accepted by the three agencies. The objectives include sub-objectives and metrics for measuring attainment of the objective.

Technical Memo 2

Planning Area &

Resources:

Technical Memo 2 describing the planning area and the water resources within the area has been conditionally approved.

Technical Memo 3

Historic & Future

Water Requirements:

Technical Memo 3 describing historic and future water requirements has been conditionally approved.



Technical Memo 4: Technical Memo 4 accompanies the development of the groundwater model and has been conditionally approved.

Technical Memo 5: Technical Memo 5 describes the issues that may affect water management and identifies strategies to address the issues, and has been conditionally approved.

Technical Memo 6: Technical Memo 6 describes the development of alternative management plans for the Mission Creek & Garnet Hill Subbasins. Technical Memo 6 has been conditionally approved.

Technical Memo 7: Technical Memo 7, provides an evaluation of the alternatives discussed in TM 6 against a set of evaluation criteria (six alternative plans of action) and has been conditionally approved.

Technical Memo(s) 8, 9 & 10: Drafts of Technical Memo 8 (Recommended Plan), Technical Memo 9 (Monitoring & Reporting Program), and Technical Memo 10 (Financing Options) are under current review.

Existing Water  
Resources:

Public Input meeting: A Public Input Meeting (Task 13) was held on April 21, 2010 with 30 people in attendance. One remaining Public Input Meeting was discussed with the Basin Managers on January 25<sup>th</sup> and it has been suggested that the low level of attendance of the first meeting does not warrant a second prior to the final public meetings to adopt/approve the plan.

Development of  
Groundwater Model:

Development of the groundwater model in a steady state was completed and received peer review. Initial calibration of the groundwater model in a transient state was completed and the sponsoring agencies agreed the model met the acceptable criteria for accuracy. All of the proposed model runs have been completed and evaluated. The Model work has been conditionally accepted. Development of the model is not a Task included within this contract; however it is Task 4 in the Plan.

**Cost Information**

Project Cost: The total cost of Plan development is \$1,134,500, divided \$859,000 for developing the Plan and \$275,500 for developing the groundwater model. This contract is for \$245,739, to be applied only against the cost of developing the Plan. The cost of developing the groundwater model is not included in this contract.

Costs Billed: Costs eligible under this contract are billed for the FY 20114<sup>th</sup> quarter through 20123rd Fiscal Quarter for consulting expense in developing the Plan and totaled \$274,101.



#### Budget

##### Comparison:

The total expenditures in previous invoices are \$295,996, and the total amount previously billed to DWR is \$70,161.17.

##### Invoices:

Invoices from the consultant covered by this report total \$274,100.11 and are shown below.

MWH #1396664	\$22,851.98
MWH #1402735	\$25,738.50
MWH #1407805	\$37,758.72
MWH #1412060	\$40,262.81
MWH #1417093	\$25,965.41
MWH #1422239	\$33,743.65
MWH #1427139	\$18,755.34
MWH #1432585	\$29,955.56
MWH #1438961	\$39,068.14

These Invoices cover all active tasks, including Task 9 (develop monitoring and reporting) which is not covered by this contract but is totaled in the spreadsheet. Also, the amount under Task 7 (evaluate management plans) exceeds the grant portion by \$23,763 and the amount for Task 5 is also in excess of the grant portion by \$19,939. Therefore the total of \$274,101 must be reduced by the consultant's cost for Task 9 during the period (\$9,678) plus the excess for Task 7 (\$23,763) & Task 5 (\$19,939), or \$53,380 in total. The total invoiced to DWR therefore is \$230,399 less Task 9 \$9,678 or \$220,721. The total invoiced to DWR above the District's share is \$73,679.55, for a reimbursement of \$66,311.59 after 10% retention. Also included herewith is the consultant's schedule showing the detail of the amount billed by task.

#### **Schedule**

##### Schedule:

Plan development has moved in the sequence outlined in the project schedule and the parties are working diligently to complete the project. The current agreement extends through May 15, 2012.

#### **Activities Anticipated for Next Progress Reporting Period**

Anticipated Activities: In the next reporting period, the project team expects to complete the report into a final draft for review at the next Basin Manager's meeting scheduled for April 26, 2012. If the draft is approved by the management group, the plan will then move forward to a joint public meeting of all three participating agencies, tentative for late May or early June for consideration for approval.

##### Submitted By:

Brent Gray  
Director of Engineering Projects  
Mission Springs Water District

